82 Mo. 649, for further application of the principle. In the principal case there is, says the court, a marked example of the wisdom of the general rule. Great stress is laid on the fact that, though the deed was prepared by an attorney yet the donor did not have proper or competent advice as to its legal effect.

GUARDIAN AND WARD—GUARDIAN'S BOND—FILLING OF BLANK AFTER EXECUTION.—The amount of the penalty was left blank in a guardian's bond at the time the bond was signed by three of the sureties. The amount was subsequently filled in by one of the other co-sureties who filed the bond with the clerk, as required by statute. The bond appeared to be regular in every respect at the time it was filed. An action was brought to recover upon the bond, and the sureties who signed the bond before the amount of the penalty was inserted sought to escape liability on the ground that they did not authorize their co-surety to insert the amount of the penalty in the blank. *Held,* that authority to fill blanks in an instrument under seal must be given by an instrument of equal dignity and that a new trial must be granted, the verdict of the jury being inconsistent in that it found that the sureties had made and delivered their bond to the state, and also found that the penalty was not inserted at the time the sureties signed the bond and that they had not authorized its insertion. *Rollins* v. *Ebbs et al.* (1904), — N. C. —, 49 S. E. Rep. 341.

The authorities are in conflict upon the question of filling blanks in bonds and other sealed instruments under parol authority. The older rule, and the one probably supported by the weight of authority in the United States, is the one relied upon in the decision of the principal case. *Humphreys* v. *Finch,* 97 N. C. 303; *Preston* v. *Hull,* 23 *Gratt.* (Va.) 600; *Gilbert* v. *Anthony,* 1 Yerg. (Tenn.) 69. But the weight of the modern decisions seems to be to the effect that parol authority is sufficient to authorize the filling in of such blanks, as indicated in the minority opinion. *Brown* v. *Cloquitt,* 73 Ga. 59; *Butler* v. *United States,* 21 Wall. 272. The tendency of modern decisions is to place statutory bonds upon a footing somewhat different from that of other instruments under seal and to hold, as pointed out in the minority opinion, that a person signing such a bond and leaving blanks therein intends to make the instrument effective and impliedly authorizes the filling of such blanks. *McCormick* v. *Bay City,* 23 Mich. 458; *Chicago* v. *Gaye,* 95 Ill. 593. *Greene County* v. *Wilhite,* 29 Mo. App. 459.

MARRIED WOMEN—SEPARATE ESTATE—NOTE AND MORTGAGE TO SECURE HUSBAND'S DEBT.—The husband of defendant borrowed $4,000 for use in his business, no part of which came to the private use of defendant or was for the benefit of her separate property. The defendant and her husband executed a note for the payment of this sum, payable in three years with interest, and also executed a single mortgage, which was recorded, upon two parcels of real estate, one of which belonged to the husband and the other to the defendant. The interest was regularly paid and at the maturity of the note an extension agreement was made for an additional three years. The defendant, after the